

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **BV6021**Due Date: **09/07/05 at 2:00 P.M.**

Date Sent: August 23, 2005

Goods and services to be

GAS CHROMATOGRAPH/MASS SPECTROMETER SYSTEM**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: **BV6021**

Due Date: **09/07/05**

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EA.	GAS CHROMATOGRAPH/MASS SPECTROMETER SYSTEM FOR TRACE ANALYSIS OF SEMI-VOLITALE ORGANIC COMPOUNDS PER THE ATTACHED SPECIFICATIONS. BRAND: _____ MODEL: _____ MUST INCLUDE PRODUCT LITERATURE OR YOUR BID MAY BE REJECTED.	\$	\$

QUESTIONS ON SPECIFICATIONS CALL ROBERT ANDERSON AT (801) 584-8444.
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142.
RXx: 270 68000000011
COMMODITY CODE: 49311

Ship To: DEPARTMENT OF HEALTH
STATE LABORATORY/SERVICES
46 NORTH MEDICAL DRIVE
SALT LAKE CITY UT 84113

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class# _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

The State of Utah, Division of Purchasing offers bid tabulations and award notifications on its website:

www.purchasing.utah.gov

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. The name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

BID# BV6021

Specifications:

Gas Chromatograph/Mass Spectrometer (GC/MS) for the Utah State Health Laboratory

INTRODUCTION

The Utah State Health Laboratory is requesting bids for a chromatograph/mass spectrometer system. It will be used for the trace analysis of semi-volatile organic compounds required by the various programs within the Department of Environmental Quality. Results generated must be legally defensible with classic EI spectra.

The instrument manufacturer must address in detail any specification that they cannot fully provide. The vendor also should respond to each specific question asked in the bid. Failure to respond could result in rejection of the bid.

The bid will be awarded to the manufacturer that can provide the best combination of a fully integrated gas chromatograph (GC) and a mass spectrometer (MS) system which are compatible and interchangeable with the laboratory's existing Agilent 6890 N GC/MS with Chemstation software.

The following components are required: Gas Chromatograph, and Mass spectrometer system having a true multi-tasking data system with complete data processing software. It must be a completely integrated system with complete computer control of the autosampler, GC and MS.

- Must be able to meet the detection levels for EPA methods 525.2, 625 and 8270 for waste water and solids and hazardous waste.
- Must comply with SDWA, CWA, RCRA and the State of Utah Department of Environmental Quality program requirements.

Gas Chromatograph

1. Must have all temperature parameters controlled and read via the data system terminal with access and control from the GC keyboard; must be able to alter GC parameters from the GC keyboard during mass spectrometer data acquisition.
2. Must have multi-linear temperature programming capability with at least 4 temperature ramps and four isothermal segments in minimum steps of 0.1°C/min. It must be able to store and recall multiple sets of temperature profiles and instructions. All control and readout functions can be performed through the data system terminal.
3. The oven temperature must have an operating range of +25°C to +350°C.
4. Must have continuous digital temperature readout through data system terminal.

5. Must have a split/splitless capillary injector installed with electronic pressure/flow control. Maximum operating temperature of 350°C with flow setting range of 0 - 100 ml/min for He. Must have pressure pulse mode for quantitative injection of sample.
6. Must be able to perform "Fast GC" methods.
7. Must include complete manuals for operation, maintenance and service.
8. Inlet must include flip top seal that allows liner to be changed without tools in less than one minute.

GC Autosampler

1. Accommodate standard auto sampler syringe sizes of at least 10 ul.
2. Injection volume selection of 10%, 20%, 30%, 40%, 50% of syringe volume.
3. Solvent rinse stations.
4. Area reproducibility of 0.3% RSD.
5. Injection volume linearity of 99% correlation.
6. Variable sampling depth that can be user defined, for micro vials or inserts.
7. Pre-injection and post-injection syringe rinsing. Rinsing to include the interior and exterior of the syringe.
8. 1-10 sample pumps to clear air in syringe
9. Have a fast and slow injection plunger speed.
10. Have a post-injection dwell time of 0-1 minute.
11. Make 1-9 injections per vial.
12. Must have a sample tray of at least a 100-sample capacity using standard 2 ml vials. Sample trays must be removable.
13. Should be able to insert a priority sample into the sequence at any time.

Mass spectrometer:

1. The mass analyzer should be quadrupole mass filter design and must have a mass range of at least 2-1000 amu in 0.1 amu steps. The linear dynamic range must be over 4 orders of magnitude.
2. The system must be able to maintain mass stability(after warm-up) of ± 0.10 amu over an fortyeight-hour period.
3. The mass analyzer must have better than unit mass resolution (10% valley) maintained over the entire mass range.
4. Mass spectrometer must utilize an entrance lense that fits inside the quadrupole in order to protect the ends of the quadrupole from sample contamination and eliminate the need for cleaning the quadrupole.
5. Must be able to set the ion source temperature independently.
6. Must have stable isotope ratio across the entire mass range independent of sample concentration and matrix
7. The vacuum pumping system should be turbomolecular pump design, minimum 250 l/sec, and

air cooled.

8. The ion source design must include two filaments. The user must be able to switch filaments through the software without venting the system. The filament emission current should be user-selectable in all modes of operation
9. For ease of maintenance; the source, filaments, lenses, quadrupole, and Electron multiplier can be removed from the instrument as one unit in less than 1 minute after venting.
10. Synchronous SIM/Scan capabilities with automated SIM set up included.

Sensitivity:

1. Full Scan: Splitless injection of 10 pg of octafluoronaphthalene shall yield a signal-to-noise ratio for the molecular ion at of at least 10:1. This should also produce a library-searchable spectrum from 50 to 400 amu.
2. Selected Ion Monitoring (SIM): Should at least be 20 times more sensitive than the full scan mode. For example, a injection of 20 fg of octafluoronaphthalene should produce a signal-to-noise ratio of at least 10:1 when 272 m/z is monitored.
3. The MS must have the capability to handle capillary GC flow rates upto 4 mL/minute and still maintain high vacuum in the ion source.
4. Must have independently heated ion source (100-250 degrees C.), quadrupole (100-200 degrees C.) and interface (100-320 degrees C.).
5. Acquisition rate (full spectrum) between 2 - 1000 amu in 0.1 amu intervals.
6. Should be equipped with an high energy dynode detector. On/Off and voltage control of multiplier must be under data system control.
7. The calibration gas must be under microprocessor controlled solenoid valve, under complete data system control.
8. Must have stable isotope ratio across the entire mass range independent of sample concentration and matrix.
9. Must have linear dynamic range of atleast 4 orders of magnitude for calibration curve.
10. System must be fully protected against power failure and automatically protected against over heating and back-streaming of pump oil or vapor.
11. Programmable shutdown and vent cycle under data system control.
12. Selected ion monitoring (SIM) capability must be at least 10 groups of masses, with 3 masses per group. The dwell time is selectable by the user.
13. Must meet the sensitivity requirements for EPA method 525.2, 625 and 8260 in the full scan mode.
14. Ion Gauge controller should be included.

Data System:

1. Must be equipped with at least a Pentium microcomputer running at least 2.8 GHz or faster system.
2. Should have at least 1 GB of 64-bit RAM memory, 1.44 MByte floppy disk drive (3.5 ins),

two 60 GByte hard disk drive and a minimum of a 24X CD ROM drive read write and DVD Read, write or combo, and be equipped with standard interface for access to other PC software.

2. Must have the latest NIST'05 library.
3. Should have at least a 17 inch flat screen LCD monitor.
4. Bit-mapped graphics for rapid display, serial interface mouse, instrument interface, and full networking capability. Must be able to be connected to a LAN system.
5. Output of data and results through spooler routine to a laser printer.
6. Laser printer.

Software:

1. Must have foreground/background software to allow data acquisition during data analysis of prior acquired samples; display ion profiles of previous or current run while acquiring new data. Currently acquired data file may be reviewed while the acquisition is still in progress.
2. Must have automated BFB, DFTPP tuning and calibration of the mass spectrometer with editing.
3. Must have complete computer control of parameters for GC, injector, and autosampler. Also must have complete integration of sampler, gas chromatograph, and mass spectrometer methods and set-up procedures.
4. Must be able to store and recall tune settings.
5. Must have complete data processing programs: full qualitative package with chromatogram enhancement, spectrum, mass/intensity list, calibration, and quantification. The quantification software should be based on full scan spectra, SIM and on retention time. It should identify target compounds by reverse library search, quantitate by integration of mass peaks, flag questionable data, and generate quantification reports.
6. Should have plot and report spooling with background printing standard.
7. Comprehensive self-diagnostic software.
8. Should use the latest revision of Microsoft Windows XP software or another proven disk operating system.
9. Help files for on-line reference.
10. Library search capabilities for up to 50 chemically significant ions per spectrum with screen display of images, and/or printed search reports. The labeled chromatogram should be able to generate the CAS number for each of the identified compounds detected. The search library should cover all of the organic compounds list in the DEQ-Division of Solid and Hazardous Waste (DSHW) spreadsheet of hazardous waste compounds and constituents.
11. The system must allow for the complete automatic processing of calibration curves and quantification files in including spooling of the reports to the printer.
12. Labeled chromatogram report showing a summary of the concentrations for detected compounds and displays and prints a chromatogram, which is, labeled with the compound names, which were found in the samples.

13. Provide ability to customize menus in the software for maximum flexibility. All menus should be accessible by the computer keyboard or by a mouse.
14. The computer software and hardware must be compatible with networking to other computers. This must be compatible with Local Area Network (LAN) and the laboratories Information Management System (IMS).
15. Allow the user to generate macro files consisting of multiple data processing commands for automated sample acquisition and custom processing.
16. Custom Environmental Reporting shall be provided by selecting menus with the mouse.
17. Deconvolution Reporting Software that identifies unknown pesticides even in high matrix samples with the use of retention time locking libraries.

General Items to be included with the system:

- A. A supply of spare parts and consumable parts for installation and confirmation of performance specifications must be supplied. Meeting of specific performance specifications will be required.
- B. Complete system installation on a prepared site.
- C. Complete set of operator and service maintenance manuals should be included.
- D. Specify delivery time.
- E. Must provide a selected list of customers (including telephone numbers) which have and use the type of instrument (same options and applications) to that which is being bid.

Customer Support

Warranty: A one year warranty must be included in the price to cover parts, labor and travel for on-site repair of electrical and mechanical failures resulting from design or workmanship flaws for 12 months following installation. Telephone support for the software must be provided for at least 90 days.

Training: The instrument manufacturer must provide on site initial instrument training and familiarization as part of the installation process. The manufacturer should provide training courses in the operation and maintenance both the mass spectrometer and data system. The cost for such courses should be included as options in the bid. Bid the cost of onsite training as an option.

Service: The instrument manufacturer must provide telephone support for questions concerning operation, maintenance, troubleshooting and repairs. Charges for this service, if any should be specified.

The instrument manufacturer should respond to all service calls within 3 working days. State the maximum service response time for customers who do not have a service contract.

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63-56, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.
4. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the State of Utah to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein.
5. **INDEMNITY:** Contractor agrees to indemnify, save harmless and release the State of Utah, including all state officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this contract by the Contractor, its officers, agents, volunteers, employees or subcontractors.
6. **EQUAL OPPORTUNITY CLAUSE:** Contractor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A., 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993 which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
7. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
8. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.
9. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is **E33399**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.
10. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
11. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust any invoice that reflects incorrect pricing. Unless otherwise specified, payment terms shall be Net 30 days. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice.
12. **DELIVERY:** Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** All items listed on this Purchase Order are subject to the approval of the ordering agency. Items rejected by ordering agency for not conforming to specifications in this order shall be at Contractor's risk.
13. **PURCHASE ORDER NUMBER:** PURCHASE ORDER NUMBER must be clearly shown on shipping labels, packing slips, invoices and correspondence relating to this purchase.
14. **PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from any liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the purchase order and any response to related bids will be public documents, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the purchase order, bid response, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.